



City of Killeen
Purchasing
Lorianne Luciano, Director of Procurement
802 N 2nd St, Killeen, TX 76541

PROPOSAL DOCUMENT REPORT

Bid No. 24-21

Chaparral Pump Station Re-Bid

RESPONSE DEADLINE: January 23, 2024 at 3:00 pm

Report Generated: Tuesday, January 23, 2024

SSP Industries, LP Proposal

CONTACT INFORMATION

Company:
SSP Industries, LP

Email:
jpotts@ssp-ind.com

Contact:
Jared Potts

Address:
2749 Chaparral Rd.
Killeen, TX 76541

Phone:
(254) 699-2115 Ext: 214

Website:
www.ssp-ind.com

Submission Date:
Jan 23, 2024 2:50 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 19, 2024 10:30 AM by Jared Potts

Addendum #2
Confirmed Jan 19, 2024 10:30 AM by Jared Potts

QUESTIONNAIRE

1. Conflict of Interest Questionnaire (Form CIQ)*

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

CIQ_ - Conflict_of_Interest_form_Required_with_Bid_Docs.pdf

2. References*

Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

Please download the below documents, complete, and upload.

- [References.pdf](#)

Chaparral_Pump_Station_2024_-_References_.scan..pdf

3. Certificate of Interested Parties (Form 1295)*

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the

following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

4. Acknowledgement – “Boycott Israel”

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

5. Acknowledgement – “Boycott Energy Companies”*

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

6. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”*

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government

PROPOSAL DOCUMENT REPORT
Bid No. 24-21
Chaparral Pump Station Re-Bid

Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

7. Antitrust Law Certification*

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

8. Litigation Disclosure*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

9. Has the owner(s) of the company been convicted of a crime within the past 10 years?*

No

10. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?*

No

11. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?*

No

12. Does any City of Killeen employee or official have any financial or other interest in your company?*

No

13. Can service be accomplished as specified in the specifications?*

Yes

14. When can service commence after award (number of days)?*

15

15. Point of contact to resolve issues (delivery or invoice):*

Please provide the name, title, address, email, and phone number of contact.

Melissa Miller

AR

mmiller@ssp-ind.com

(254) 699-2115 ex. 206

16. Copyrighted Material*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on

colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

17. If your proposal contains confidential information identify where it is located.

Where in your proposal is the confidential information? Please be specific.

NONE

18. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?*

Answer YES or

If your answer is NO, then please describe the differences here.

YES

19. Indicate the company's first year of business operation:*

1983

20. Insurance Broker Information *

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

BKCW

Cindy McFall
(254) 699-7100 -phone
(254) 699-6680 -fax
c.mcfall@bkcw.com

21. Are there claims that are pending against this insurance policy?*

Answer No or

If yes, please describe:

YES,

- A. (2ea) Auto damage claims
- B. (1ea) Equipment damage claim

22. Proposal Documents*

Please Upload your COMPLETE Proposal here.

Chaparral_Pump_Station_-_24-21_SSP_Bid_Proposal_01.23.2024_3pm.pdf

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

REFERENCES

Please provide three references:

Reference No. 1

Company Name American Water MSG
Address 49002 Sante Fe Avenue
Fort Cavazos, TX 76544
Type of Business Water & sewer district
Contact Person Chad Reynolds
Email Address chad.reynolds@amwater.com
Telephone and Fax #'s (254) 383-2605
Date and Type of Service(s) Provided (2008-present) various plat work, storm, commercial plumbing and water & sewer projects

Reference No. 2

Company Name MW Builders
Address 3712 Helios Way
Pflugerville, TX 78660
Type of Business Construction Company
Contact Person Thomas Elliot
Email Address telliot@mwbuilders.com
Telephone and Fax #'s (512) 937-6713
Date and Type of Service(s) Provided (2015-present) various storm, commercial plumbing and water & sewer projects

Reference No. 3

Company Name Cloud Construction Co Inc
Address 1313 Industrial Blvd.
Temple, TX 76504
Type of Business Construction Company
Contact Person Perry Cloud
Email Address ptcloud@cloudconstruction.com
Telephone and Fax #'s (254) 760-6421
Date and Type of Service(s) Provided (2010-present) various storm, commercial plumbing and water & sewer projects



Chaparral Pump Station

Bid #24-21

Response Deadline: January 23, 2024, 3:00 pm

Bid Submission by:

SSP Industries, LP
2749 Chaparral Rd.
Killeen, Texas 76549

Care Of:

City of Killeen
Attn: Purchasing Division
802 N 2nd Street,
Bldg. E, 2nd Floor
Killeen, Texas 76541

Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

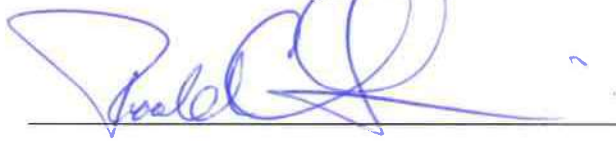
19. Acknowledgement

Each bidder, by their signature, represents that they have read the "Terms and Conditions for Bids", and will comply with these terms and conditions.

By signing this document, the respondent hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

SIGNATURE:



DATE: 01/23/2024

PRINT NAME:

Ronald C. Fournier

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BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of _____
Bid Bond 5% of the total amount bid _____ DOLLARS (\$ _____),
which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

Unit Prices

Item No.	Bid Item Description	Estimated Quantities	Measure	Unit Price	Unit Amount
1.01	Mobilization (Supplementary Conditions Item 15)	1	LS	<u>\$376,183.00</u>	<u>\$376,183.00</u>
1.02	Furnish and Install 8 MGD Pump Station, complete with all appurtenances, site work and all other work not identified in other bid items, complete as specified and indicated on the drawings for the unit price of:	1	LS	<u>\$3,403,492.00</u>	<u>\$3,403,492.00</u>
1.03	Furnish and install all electrical equipment, lighting, instrumentation, controls, SCADA system, and all appurtenant work to support the pumpstation as specified and indicated on the drawings for the unit price of:	1	LS	<u>\$4,067,286.00</u>	<u>\$4,067,286.00</u>
1.04	Trench Safety Plan (Item 212)	1	LS	<u>\$1,000.00</u>	<u>\$1,000.00</u>
1.05	Trench Safety Implementation (Item 212)	650	LF	<u>\$1.00</u>	<u>\$650.00</u>
1.06	Trench Safety Implementation for Excavations* (Item 212)	3,877	SF	<u>\$2.00</u>	<u>\$7,754.00</u>
1.07	Electric Utility Allowance to provide electric service to the pump station. This effort includes BEC installing 3-phase service lines, set transformer, and new service to pump station.	1	LS	<u>\$60,000.00</u>	<u>\$60,000.00</u>
Total Bid					<u>\$7,916,365.00</u>
Total Materials Bid					<u>\$6,063,723.00</u>

*Minimum area

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: Ballew Surety Agency
and The Hanover Insurance Company

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with Chaparral Pump Station Re-Bid Plan Sheets and Specifications, to the satisfaction of the Engineer.

The undersigned certifies that the Bid prices contained in this Bid have been carefully **checked** and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract **Documents**:

Addendum No. 1 dated 01/11/2024 Received SSP Industries, LP
Addendum No. 2 dated 01/16/2024 Received SSP Industries, LP
Addendum No. 3 dated _____ Received _____

This is a Bid of: SSP Industries, LP Corporation, organized and existing under the laws of the State of Texas, or; a Partnership consisting of 3 partners, or; and Individual, doing business as _____

By: _____

Seal, if a Corporation

Ronald C. Fournier
TITLE

PO Box 690159 Killeen TX 76549
MAILING ADDRESS

2749 Chaparral Road
STREET ADDRESS

Killeen, TX 76542
CITY AND STATE

(254) 699-2115
TELEPHONE NUMBER

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

SSP Industries, LP

as Principal, and firmly bound unto City of Killeen

as owner in the sum of

\$ Five percent of the total amount bid by principal as the proper measure of liquidated damages for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 18th day of January, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to The City of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **CHAPARRAL PUMP STATION RE-BID**.

Now, Therefore,

- (a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

SSP Industries, LP

Principal

(L.S.)

The Hanover Insurance Company

Surety

By:

Brad Ballew
Brad Ballew

SEAL

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

David S. Ballew and Brad Ballew

of Ballew Surety Agency Inc, of Austin, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty-Five Million and No/100 (\$35,000,000) in any single instance

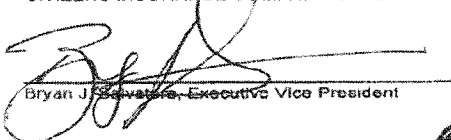
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

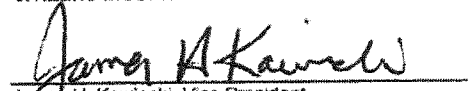
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 26th day of February, 2020.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Schwartz, Executive Vice President



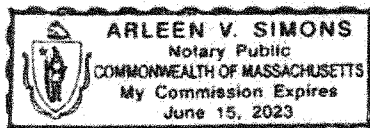
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA



James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 26th day of February, 2020 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 18th day of January 2024.

CERTIFIED COPY


Theodore G. Martinez, Vice President

Texas Complaint Notice

Commercial Lines

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance
to obtain information on companies, coverages,
rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium
or about a claim you should contact the agent or the
company first. If the dispute is not resolved, you may
contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This
notice is for information only and does not become
a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros
de Texas para obtener informacion acerca de
compañias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
pania primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

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STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFORMATION			
A. COMPANY DATA			
Organization Doing Business:	SSP Industries, LP		
Business Address:	2749 Chaparral Road		
	Killeen, TX 76542		
Telephone Number:	(254) 699-2115		
Fax Number:			
Form of Business:	Corporation	Partnership	Individual Joint Venture
IF A CORPORATION			
Date of Incorporation:			
State Incorporated:			
President's Name:			
Vice President's Name:			
IF A PARTNERSHIP			
Date of Organization:	06/18/2010		
Type	General	Limited	
IF AN INDIVIDUAL			
Name:			
Business Address:			
IF A JOINT VENTURE			
Name of Manager:			
Name of Firm:			
Name of Individual Companies:			
B. BUSINESS INFORMATION			
Current Number of Full Time Employees:	122	Past Year's Revenues:	\$28,439,457.00
Average Number of Projects Annually:	23	Average Construction Cost of Project:	\$913,456.00
C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS			
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.			
Project management, site supervision, concrete (paving & structural), pipe and appurtenances, pump installation, testing, chemical feed installation, erosion control, and re-vegetation.			
2. List work that will be provided by Subcontractors on this project.			
CMU building, steel erection, roofing, building electrical, HVAC, asphalt placement, site dirt work, electrical control work and SCADA, fencing (permanent & temporary), & steel fabrication.			

Statement of Qualifications

TABLE 2 – CONSTRUCTION EXPERIENCE

1. Years of experience on similar drainage and utility projects: 23			
As a General Contractor:	21	Number of Total Projects:	198
2. Number of similar drainage and utility projects completed in the past five (5) years?			5
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			No
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			No
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			No
6. Is offering company currently involved in any litigation or contemplating any litigation?			No
7. Has this or a predecessor company ever refused to construct or refused to provide materials defined in Contract Documents on a project?			No
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			No

TABLE 3 – PROPOSED KEY PERSONNEL

PROJECT MANAGER	
Name of Project Manager	Ronald C. Fournier
Years of Experience as PM	34
Number of Similar Projects as PM with this company	100
Number of Similar Projects with other companies (PM)	33
Current Assignments	7
% of time dedicated to this project	50%
Reference Project	
Project Name: Shallowford Lift Station	Reference Name: Jim Billeck
Title: Project Manager	Organization: City of Temple
Telephone Number: 254-298-5620	Email: jbilleck@tetmpletx.gov
PROJECT SUPERINTENDENT	
Name of Superintendent	William Salas / David Hogan / Rey Marin
Years of Experience as Superintendent	17-25
Number of Similar Projects as Super with this company	50+
Number of Similar Project with other companies (Super)	25+
Current Assignments	2-5
% of time dedicated to this project	90%
Reference Project	
Project Name: Shallowford Lift Station	Reference Name: Jim Billeck
Title: Project Manager	Organization: City of Temple
Telephone Number: 254-298-5620	Email: jbilleck@tetmpletx.gov

Statement of Qualifications

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS**REFERENCE PROJECT 1****Project Description**

900 LF of 30" force main, 80 LF of 48" gravity sewer, construction of a 38 MDG fully redundant lift station complete with (6) 200 HP submersible pumps on VFD's, (2) 900 kw emergency generators, the CIP wet well was constructed as two separate basins that can be operated independently (for future maintenance purposes), a 940 sf CMU electrical controls building complete with 20-ton HVAC system, basement for electrical cable trays, TPO roofing system with roof beams, 600 LF of perimeter CMU block security fencing 8' high complete with three strand barbed wire and manual 20' wide swing gate with asphalt access roadway.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Temple	Shallowford Lift Station Improvements	\$6,387,109.24	06/31/2019	4.71%

Owner's Reference Information

Name	Title	Organization	Telephone	E-Mail
James Billeck	Project Manager	City of Temple	254-298-5620	jbilleck@templetx.gov

Engineer's Reference Information

Name	Title	Company	Telephone	E-Mail
Thomas D. Valle	P.E	KPA Engineers	254-760-8498	tvalle@kpaengineers.com

REFERENCE PROJECT 2**Project Description**

9,200 LF of 8" force main complete with ARVs & FM clean outs, 2,200 LF of 8" gravity sewer, construction of a 12' diameter wet well and a triplex lift station complete with a CMU controls building to house VFDs and SCADA telemetry, standing seam metal roof, with a 1-ton HVAC system, 204 LF of perimeter security fencing complete with three strand barbed wire and (1) 20' sliding gate, (1) 16' swing gate and concrete access.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
American Water MSG	69th ADA UEPH Water & Sewer	\$4,402,372.10	8/2023	2.53%

Owner's Reference Information

Name	Title	Organization	Telephone	E-Mail
Stephen Ratcliffe	Project Manager	American Water MSG	713-256-4968	stephen.ratcliffe@amwater.com

Engineer's Reference Information

Name	Title	Company	Telephone	E-Mail
Travis Clarke	P.E	Jones-Heroy & Associates	512-573-6975	travis@jones-heroy.com

REFERENCE PROJECT 3**Project Description**

Provide a skid-mounted 1000 GPM primary fire booster pump house designed to boost the residual pressure in the existing line from 40 PSI to 80 PSI, a pressure maintenance (jockey) pump sized to maintain system pressure, all requisite electrical controls, redistribute site water and sewer services to new building.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
American Water MSG	DLA Complex Water & Sewer	\$749,722.00	6/6/2022	11.25%

Owner's Reference Information

Name	Title	Organization	Telephone	E-Mail
Stephen Ratcliffe	Project Manager	American Water MSG	713-256-4968	stephen.ratcliffe@amwater.com

Engineer's Reference Information

Name	Title	Company	Telephone	E-Mail
Travis Clarke	P.E	Jones-Heroy & Associates	512-573-6975	travis@jones-heroy.com

Statement of Qualifications

TABLE 5 – SUBCONTRACTORS AND SUPPLIERS		
PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)		
Name	Work to be Provided	% of Contract
T. Morales Company	Electrical distribution and connections	40%
Provide a list of major equipment or material suppliers for use on project.		
Supplier Name	Material or Equipment Supplied	
ACT or Ferguson	Piping, valving and fittings	
Smith Pumps or Dynamic Pump Systems	Horizontal split-case pumps	
T. Morales Company	Generator package, switch gear, electrical wiring & appurtenances	

Statement of Qualifications

Litigation Summary

Summary of current or past project-necessitated litigation pursued by, or brought against, your firm in the previous five (5) years:

None


AFFIDAVIT

State Texas

County of Bell

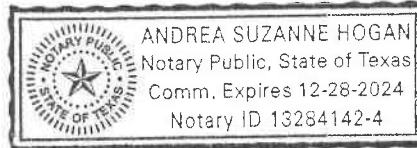
Ronald C. Fournier, being duly sworn deposes and attests that he/she is
(name)
C.O.O. and is a duly authorized representative of the Offeror
(title)

submitting the foregoing Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.


Signature

Signed and sworn to me before this 16th day of January, 2024.


Notary Public



My Commission expires: 12/28/2024

Statement of Qualifications

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, Secretary, hereby certify as follows:

1. I am the duly elected, qualified and acting Secretary of _____,
a _____ corporation, (the "Corporation").
2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State of _____, and is duly qualified to transact business and to own, operate and develop its properties in the State of _____.
3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally adopted on _____ by the Board of Directors of the Corporation in accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly entered in the minutes of such meeting in the minute book of the corporation and have not been rescinded or modified in any respect and are presently in full force and effect.
4. The following persons are duly elected, qualified and acting officers of the corporation and hold respective offices set opposite their names:

_____ : President

_____ : Vice President

_____ : Secretary

TO CERTIFY WHICH I have executed this certificate this _____ day of _____, 2024.

Secretary

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2024 by _____, Secretary, of _____, a corporation, on behalf of said Corporation.

Notary Public, State of _____
Name: _____
My commission expires _____

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the back.)

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

N/A

2 Office Held

N/A

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

N/A

4 Description of the nature and extent of employment or business relationship with person named in item 3

N/A

5 List gifts if aggregate value of the gifts received from person named in item 3 exceed \$250

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts if aggregate value of the gifts received from person named in number 3 exceed \$250.** List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit.** Signature of local government officer.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is **NO** Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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City of Killeen
Purchasing
Lorianne Luciano, Director of Procurement
802 N 2nd St, Killeen, TX 76541

PROPOSAL DOCUMENT REPORT
Bid No. 24-21
Chaparral Pump Station Re-Bid
RESPONSE DEADLINE: January 23, 2024 at 3:00 pm
Report Generated: Tuesday, January 23, 2024

Prota, Inc Proposal

CONTACT INFORMATION

Company:
Prota, Inc
Email:
info@protaconstruction.com
Contact:
Juan Caceres
Address:
PO BOX 342195
Austin, TX 78734
Phone:
(512) 535-2555
Website:
N/A
Submission Date:
Jan 23, 2024 2:05 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Jan 22, 2024 10:13 AM by Juan Caceres

Addendum #2

Confirmed Jan 22, 2024 10:13 AM by Juan Caceres

QUESTIONNAIRE

1. Conflict of Interest Questionnaire (Form CIQ)*

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

CIQ_copy.pdf

2. References*

Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

Please download the below documents, complete, and upload.

- [References.pdf](#)

Chaparral_References.pdf

3. Certificate of Interested Parties (Form 1295)*

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the

following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

4. Acknowledgement – “Boycott Israel”

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

5. Acknowledgement – “Boycott Energy Companies”*

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

6. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”*

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government

PROPOSAL DOCUMENT REPORT
Bid No. 24-21
Chaparral Pump Station Re-Bid

Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

7. Antitrust Law Certification*

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

8. Litigation Disclosure*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

9. Has the owner(s) of the company been convicted of a crime within the past 10 years?*

No

10. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?*

No

11. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?*

No

12. Does any City of Killeen employee or official have any financial or other interest in your company?*

No

13. Can service be accomplished as specified in the specifications?*

Yes

14. When can service commence after award (number of days)?*

60

15. Point of contact to resolve issues (delivery or invoice):*

Please provide the name, title, address, email, and phone number of contact.

Hector Bravo - VP Field Operations

PO Box 342195 Austin, TX 78734

hbravo@protaconstruction.com

512-992-7200

16. Copyrighted Material*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing)

that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

17. If your proposal contains confidential information identify where it is located.

Where in your proposal is the confidential information? Please be specific.

No confidential information on the proposal.

18. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?*

Answer YES or

If your answer is NO, then please describe the differences here.

Yes

19. Indicate the company's first year of business operation.*

2009

20. Insurance Broker Information*

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

Insurica
Jody Robinson
8834 N Capital of Texas HWY, Suite 300
Austin, TX 78759
Tel. 512-381-8371
Fax.. 866-652-9367
Jody.Robinson@insurica.com

21. Are there claims that are pending against this insurance policy?*
Answer No or

If yes, please describe:

No

22. Proposal Documents*
Please Upload your COMPLETE Proposal here.
Complete_Bid_Package.pdf

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Prota, Inc. DOES NOT have a relationship with anyone working at the City of Killeen.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

01-22-24

Date

REFERENCES

Please provide three references:

Reference No. 1

Company Name **T Morales Company**
Address **401 SH 130**
Georgetown, TX 78626
Type of Business **Electrical Contractor**
Contact Person **Tina Eldridge**
Email Address **teldridge@moralescompany.com**
Telephone and Fax #'s **254-793-4344 office, 254-793-3044 fax**
Date and Type of Service(s) Provided **Electrical Subcontractor, 2021-present**

Reference No. 2

Company Name **Core & Main**
Address **1830 Craig Park Court**
St. Louis, MO 63146
Type of Business **Pipe supplier**
Contact Person **Kitty Blakney**
Email Address **KITTY.BLAKNEY@coreandmain.com**
Telephone and Fax #'s **214-631-9410 office**
Date and Type of Service(s) Provided **Pipe Supplier for current Salado Job, 2023-2024**

Reference No. 3

Company Name **Merrigan Electric**
Address **706 Riva Ridge Dr**
Leander, TX 78641
Type of Business **Electrical Contractor, LLC**
Contact Person **Christine Merrigan**
Email Address **cmerrigan01@yahoo.com**
Telephone and Fax #'s **512-944-3217, office**
Date and Type of Service(s) Provided **Electrical Subcontractor, 2021-present**

III. BID OR PROPOSAL GENERAL TERMS AND CONDITIONS

CITY OF KILLEEN

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of fuel and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation

- Waiver of trial by jury
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 2nd Street, Bldg. E
Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
 - 1. The Bidder misstates or conceals any material fact in the Bid, or if
 - 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
 - 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder or, if applicable, the responsible bidder who provides goods or services at the best value for the municipality based on, but not limited to, the following factors:
- | | |
|---|---|
| * Unit price | * Bidder's past performance |
| * Total Bid price | * Demurrage charges, freight costs and mileage |
| * Terms and discounts | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date | * Estimated surplus value, life expectancy |
| * Product warranty | * Results of testing samples |
| * Special needs and requirements of City | * Conformity to specifications |
| * Past experience with product/service | * Training requirements, location, etc. |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services | * The total long-term cost to the municipality to acquire the bidder's goods or services |
| * The extent to which the goods or services meet the municipality's needs | |

"Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- Falsification of information provided in bid response;
 - Non-observance of safety requirements;
 - Failure to meet requirements of federal, state, or local law, as applicable, including employment;
 - Substantial failure to adhere to contractually agreed-upon schedules; and
 - Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.
- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will follow council approval. A contract, for review by the City's legal team, shall follow receipt.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award,

including the employment of residents of the local government and increased tax revenues to the local government.”

- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, “In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.”

11. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

12. Termination of Contract

Any contract pursuant after this bid packet shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. The City reserves the right to award a contract to next best bidder it deems to be in the best interest of the City, should a contract be awarded and subsequently cancelled.

13. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

14. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council or a councilmember’s close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or is financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of

the requirements of Chapter 176 and complete text of the law are available at:
<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

15. Venue for Legal Action

The standard form of agreement later referenced in this bid packet (page 19) shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

16. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

17. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded. This coverage shall be present as to cover all losses, until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

18. Verification by Vendor

Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

19. Acknowledgement

Each bidder, by their signature, represents that they have read the “Terms and Conditions for Bids”, and will comply with these terms and conditions.

By signing this document, the respondent hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

SIGNATURE: _____



DATE: **1-22-24**

PRINT NAME: **Michelle Borg, CEO- Prota, Inc.**

BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of Foir Hundred Twenty Nine Thousand Nine Hundred Sixty Nine DOLLARS\$429,969.00), which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

Unit Prices

Item No.	Bid Item Description	Estimated Quantities	Measure	Unit Price	Unit Amount
1.01	Mobilization (Supplementary Conditions Item 15)	1	LS	\$429,869.00	\$429,869.00
1.02	Furnish and Install 8 MGD Pump Station, complete with all appurtenances, site work and all other work not identified in other bid items, complete as specified and indicated on the drawings for the unit price of:	1	LS	\$4,000,000.00	\$4,000,000.00
1.03	Furnish and install all electrical equipment, lighting, instrumentation, controls, SCADA system, and all appurtenant work to support the pumpstation as specified and indicated on the drawings for the unit price of:	1	LS	\$4,086,373.00	\$4,086,373.00
1.04	Trench Safety Plan (Item 212)	1	LS	\$5,000.00	\$5,000.00
1.05	Trench Safety Implementation (Item 212)	650	LF	\$10.00	\$6,500.00
1.06	Trench Safety Implementation for Excavations* (Item 212)	3,877	SF	\$3.00	\$11,631.00
1.07	Electric Utility Allowance to provide electric service to the pump station. This effort includes BEC installing 3-phase service lines, set transformer, and new service to pump station.	1	LS	\$60,000.00	\$60,000.00
Total Bid					\$8,599,373.00
Total Materials Bid					\$1,200,000.00

*Minimum area

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: Fidelity and Deposit Company of Maryland and

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with Chaparral Pump Station Re-Bid Plan Sheets and Specifications, to the satisfaction of the Engineer.

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated	<u>1-11-24</u>	Received	<u>1-12-24</u>
Addendum No. 2 dated	<u>1-16-24</u>	Received	<u>1-17-24</u>
Addendum No. 3 dated	_____	Received	_____

This is a Bid of: Prota, Inc. Corporation, organized and existing under the laws of the State of Texas, or; a Partnership consisting of _____, or; and Individual, doing business as _____

By: Prota, Inc.

Michelle Borg, CEO

TITLE

P.O. Box 342195, Austin, TX 78734

MAILING ADDRESS

4805 Doss Road, Building #1

STREET ADDRESS

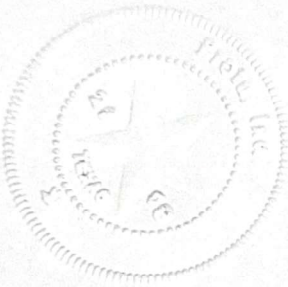
Austin, TX 78374

CITY AND STATE

512-535-2555

TELEPHONE NUMBER

Seal, if a Corporation



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Prota, Inc.

_____ as Principal, and firmly bound unto _____
the **City of Killeen** as owner in the sum of
5% of the greatest amount bid as the proper measure of liquidated damages for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

Signed this 18th day of January, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to The City
of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing,
for the **CHAPARRAL PUMP STATION RE-BID**.

Now, Therefore,

- (a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall be accepted and the Principal
shall execute and deliver a contract in the Form of contract attached hereto (Properly completed in
accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for
the payment of all persons performing labor or furnishing materials in connection therewith, and shall in
all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly
understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the
face amount of this bond and forfeited as a proper measure of liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall be in no way impaired or affected by any extension of time within which the Owner
may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed and these
presents to be signed by their proper officers, the day and year set forth above.

Prota, Inc. (L.S.)

Principal

Fidelity and Deposit Company of Maryland
Surety

By: _____

Barbara A. Shamard, Attorney-In-Fact

SEAL

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Peter PINCOFFS, Barbara A. SHAMARD, Chris BRANDT, Rob BRIDGES, John S. BURNS, Jr., George S.**

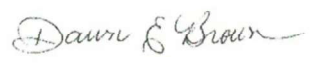
SYKES, JR., Todd DAVIS and Christina SCOTT, of Austin, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of August A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: **Robert D. Murray**
Vice President


By: **Dawn E. Brown**

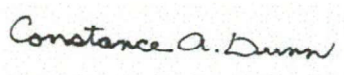
Secretary

**State of Maryland
County of Baltimore**

On this 19th day of August, 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of January, 2024.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFORMATION				
A. COMPANY DATA				
Organization Doing Business:	Prota, Inc			
Business Address:	PO Box 342195			
	Austin, TX 78734			
Telephone Number:	512-535-2555			
Fax Number:	n/a			
Form of Business:	Corporation X	Partnership	Individual	Joint Venture
IF A CORPORATION				
Date of Incorporation:	6/2009			
State Incorporated:	Texas			
President's Name:	Michelle Borg			
Vice President's Name:	Cornelius Tamboer			
IF A PARTNERSHIP				
Date of Organization:				
Type	General		Limited	
IF AN INDIVIDUAL				
Name:				
Business Address:				
IF A JOINT VENTURE				
Name of Manager:				
Name of Firm:				
Name of Individual Companies:				
B. BUSINESS INFORMATION				
Current Number of Full Time Employees:	23	Past Year's Revenues:	\$7,878,000.00	
Average Number of Projects Annually:	6	Average Construction Cost of Project:	\$1,313,000.00	
C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS				
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.				
Excavations Pipe Installation Pumps Installation Miscellaneous Metals Installation Site Work & Final Grading				
2. List work that will be provided by Subcontractors on this project.				
Erosion Controls Masonry Works Structural Steel		Concrete Work Asphalt Electrical Work		Fenceworks Instrumentation

Statement of Qualifications

TABLE 2 – CONSTRUCTION EXPERIENCE

1. Years of experience on similar drainage and utility projects:			
As a General Contractor:	14	Number of Total Projects:	57
2. Number of similar drainage and utility projects completed in the past five (5) years?			15
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			No
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			No
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			No
6. Is offering company currently involved in any litigation or contemplating any litigation?			No
7. Has this or a predecessor company ever refused to construct or refused to provide materials defined in Contract Documents on a project?			No
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			No

TABLE 3 – PROPOSED KEY PERSONNEL

PROJECT MANAGER	
Name of Project Manager	Juan Caceres
Years of Experience as PM	15
Number of Similar Projects as PM with this company	5
Number of Similar Projects with other companies (PM)	10
Current Assignments	3
% of time dedicated to this project	25
Reference Project	
Project Name: Pump Station #2	Reference Name: Carla Orts
Title: Project Manager	Organization: Travis County WCID #10
Telephone Number: 512-375-2770	Email: generalmanager@waterdistrict10.org
PROJECT SUPERINTENDENT	
Name of Superintendent	Todd Morel
Years of Experience as Superintendent	10
Number of Similar Projects as Super with this company	25
Number of Similar Project with other companies (Super)	32
Current Assignments	1
% of time dedicated to this project	100
Reference Project	
Project Name: 980 High Service Pump Station	Reference Name: Daniel Haviens
Title: Superintendent	Organization: City of Georgetown
Telephone Number: 512-966-1796	Email: daniel.haviens@georgetown.org

Statement of Qualifications

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS**REFERENCE PROJECT 1****Project Description**

Construction of the new Pump Station 3 for TCWC&ID No 10. The new facility shall have a mechanical and a separate electrical room. A ground storage tank, hydropneumatic, natural gas emergency generator, and transformer shall also be part of the proposed site. The site work shall include storm water drainage, paved vehicle access and waterline construction of new vehicle access. A pressure indicating transmitter at a existing vault near the top of Flintridge Drive. Instrument cabling shall be pulled through existing duct bank from the top end of Flintridge Dr to Red Bud Trail. A new duct bank will be installed from Red Bud Trail to Pump Station 3 site.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
TCWCID#10	Pump Station 3 Ph2	\$8,633,503.94	March 20, 2023	1.8%
Owner's Reference Information		generalmanager@waterdistrict10.org		
Name	Title	Organization	Telephone	E-Mail
Carla Orts	General Manager	TCWCID#10	(512) 327-2230	
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Tom Arndt	Engineer	Dannenbaum Eng. Corp	512-633-2167	Tom.Arndt@decorp.com

REFERENCE PROJECT 2**Project Description**

Project consist of constructing the 980 High Service Pump Station with four (4) new vertical turbine pumps, new electrical building, new flowmeter vault, and associated piping and valves, structural, HVAC, electrical and instrumentation improvements. The project also consists of providing all of the labor and materials required for installing approximately 1,245 linear feet of 30-inch water line from the high service pump station connecting to the existing 30-inch water line along D.B. Wood Road.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Georgetown	980 High Service Pump Station	\$3,476,420	May 18, 2021	1%
Owner's Reference Information		Text		
Name	Title	Organization	Telephone	E-Mail
Daniel Haviens	Inspector	City of Georgetown	512-966-1796	daniel.haviens@georgetown.org
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Ana Marie Karamalegos	Project Engineer	CDM Smith	512.346.1100	KaramalegosAM@cdmsmith.com

REFERENCE PROJECT 3**Project Description**

Water Treatment Plant High Service Pump Station Expansion Project- Replacing the existing 600 gpm jockey pump with a 1,200 gpm constant speed pump, installation of (1) new 1,200 gpm pump on a variable frequency drive (VFD), and installation of (2) new generators to provide backup power to the Water Treatment Plant; and all other appurtenances necessary for the complete Project.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Lockhart	WTP High Service Pump Station Expansion	\$989,000	12/01/2023	0%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Sean Kelly	Director Public Works	City of Lockhart	(512) 398-6452	skelley@lockhart-tx.org
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
William Wachel	Project Engineer	TRC Companies	512-201-1209	wwachel@trccompanies.com

Statement of Qualifications

Litigation Summary

Summary of current or past project-necessitated litigation pursued by, or brought against, your firm in the previous five (5) years:

None

CERTIFICATE OF CORPORATE RESOLUTION

I, Cornelius Tamboer, Secretary, hereby certify as follows:

1. I am the duly elected, qualified and acting Secretary of Prota, Inc.,
a Texas corporation, (the "Corporation").
2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State
of Texas, and is duly qualified to transact business and to own, operate and develop its
properties in the State of Texas.
3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally
adopted on January 22, 2024 by the Board of Directors of the Corporation in
accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly
entered in the minutes of such meeting in the minute book of the corporation and have not been
rescinded or modified in any respect and are presently in full force and effect.
4. The following persons are duly elected, qualified and acting officers of the corporation and hold
respective offices set opposite their names:

Michelle Borg : President

Cornelius Tamboer : Vice President

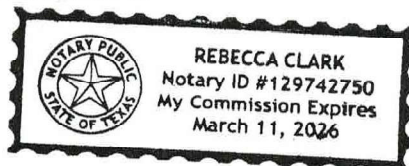
Christophe Borg : Secretary

TO CERTIFY WHICH I have executed this certificate this 23 day of January,
2024.

Cornelius Tamboer
Secretary

STATE OF Texas
COUNTY OF Davis

This instrument was acknowledged before me on the 23 day of January,
2024 by Cornelius Tamboer, Secretary, of
Prota Inc, a corporation, on behalf of
said Corporation.



Rebecca Clark
Notary Public, State of Texas
Name: Rebecca Clark
My commission expires 3.11.2026

AFFIDAVIT

State Texas

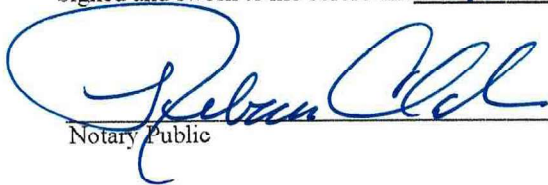
County of Travis

Cornelius Tamboer, being duly sworn deposes and attests that he/she is
(name)
Vice President and Secretary and is a duly authorized representative of the Offeror
(title)

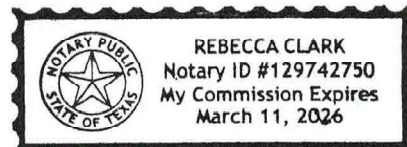
submitting the foregoing Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.


Signature

Signed and sworn to me before this 23 day of January, 2024


Notary Public

My Commission expires: 3-11-2026



Statement of Qualifications



City of Killeen
Purchasing
Lorianne Luciano, Director of Procurement
802 N 2nd St, Killeen, TX 76541

PROPOSAL DOCUMENT REPORT

Bid No. 24-21

[Chaparral Pump Station Re-Bid](#)

RESPONSE DEADLINE: January 23, 2024 at 3:00 pm

Report Generated: Tuesday, January 23, 2024

Barsh Construction Proposal

CONTACT INFORMATION

Company:
Barsh Construction

Email:
tommy@barshconstruction.com

Contact:
Tommy Fulford

Address:
304 Douglas Ave
Waco, TX 76712

Phone:
(254) 772-7130

Website:
N/A

Submission Date:
Jan 23, 2024 2:42 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 22, 2024 8:33 AM by Tommy Fulford

Addendum #2
Confirmed Jan 22, 2024 8:33 AM by Tommy Fulford

QUESTIONNAIRE

1. Conflict of Interest Questionnaire (Form CIQ)*

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

Conflict_of_Interest_Questionnaire_(Form_CIQ)_-_Barsh_Company.pdf

2. References*

Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

Please download the below documents, complete, and upload.

- [References.pdf](#)

References.pdf

3. Certificate of Interested Parties (Form 1295)*

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the

following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

4. Acknowledgement – “Boycott Israel”

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

5. Acknowledgement – “Boycott Energy Companies”*

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

6. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”*

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government

PROPOSAL DOCUMENT REPORT
Bid No. 24-21
Chaparral Pump Station Re-Bid

Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

7. Antitrust Law Certification*

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

8. Litigation Disclosure*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

9. Has the owner(s) of the company been convicted of a crime within the past 10 years?*

No

10. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?*

No

11. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?*

No

12. Does any City of Killeen employee or official have any financial or other interest in your company?*

No

13. Can service be accomplished as specified in the specifications?*

Yes

14. When can service commence after award (number of days)?*

30

15. Point of contact to resolve issues (delivery or invoice):*

Please provide the name, title, address, email, and phone number of contact.

Tommy Fulford, Project Manager, tommy@barshconstruction.com, 254-772-7130

16. Copyrighted Material*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

17. If your proposal contains confidential information identify where it is located.

Where in your proposal is the confidential information? Please be specific.

N/A

18. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?*

Answer YES or

If your answer is NO, then please describe the differences here.

Yes.

19. Indicate the company's first year of business operation:*

1995

20. Insurance Broker Information*

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

Bailey Insurance & Risk Management, INC., Erin Simpson, 254-292-1917, 254-753-1132 (fax), erin@baileyinsurance.com

21. Are there claims that are pending against this insurance policy?*

Answer No or

If yes, please describe:

No.

22. Proposal Documents*
Please Upload your COMPLETE Proposal here.
Chaparral_Pump_Station_Bid_Proposal_1-23-24_Barsh.pdf

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Barsh Company

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NA

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

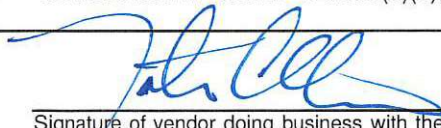
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

1/23/24

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

REFERENCES

Please provide three references:

Reference No. 1

Company Name _____

Address _____

Type of Business _____

Contact Person _____

Email Address _____

Telephone and Fax #'s _____

Date and Type of Service(s) Provided _____

Reference No. 2

Company Name _____

Address _____

Type of Business _____

Contact Person _____

Email Address _____

Telephone and Fax #'s _____

Date and Type of Service(s) Provided _____

Reference No. 3

Company Name _____

Address _____

Type of Business _____

Contact Person _____

Email Address _____

Telephone and Fax #'s _____

Date and Type of Service(s) Provided _____

BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of 5% G.A.B.
DOLLARS (\$ 5% G.A.B.),
which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

Item No.	Bid Item Description	Estimated Quantities	Measure	Unit Price	Unit Amount
1.01	Mobilization (Supplementary Conditions Item 15)	1	LS	<u>\$252,000.00</u>	<u>\$252,000.00</u>
1.02	Furnish and Install 8 MGD Pump Station, complete with all appurtenances, site work and all other work not identified in other bid items, complete as specified and indicated on the drawings for the unit price of:	1	LS	<u>\$4,649,834.00</u>	<u>\$4,649,834.00</u>
1.03	Furnish and install all electrical equipment, lighting, instrumentation, controls, SCADA system, and all appurtenant work to support the pumpstation as specified and indicated on the drawings for the unit price of:	1	LS	<u>\$4,499,070.00</u>	<u>\$4,499,070.00</u>
1.04	Trench Safety Plan (Item 212)	1	LS	<u>\$1,400.00</u>	<u>\$1,400.00</u>
1.05	Trench Safety Implementation (Item 212)	650	LF	<u>\$6.00</u>	<u>\$3,900.00</u>
1.06	Trench Safety Implementation for Excavations* (Item 212)	3,877	SF	<u>\$2.00</u>	<u>\$7,754.00</u>
1.07	Electric Utility Allowance to provide electric service to the pump station. This effort includes BEC installing 3-phase service lines, set transformer, and new service to pump station.	1	LS	\$60,000.00	<u>\$60,000.00</u>
Total Bid					<u>\$9,473,958.00</u>
Total Materials Bid					\$6,200,000.00

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: _____ Bailey Insurance
_____ and _____ Merchants Bonding

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with Chaparral Pump Station Re-Bid Plan Sheets and Specifications, to the satisfaction of the Engineer.

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated 1/11/24 Received _____
Addendum No. 2 dated 1/16/24 Received _____
Addendum No. 3 dated _____ Received _____

This is a Bid of: Barsh Company Corporation, organized and existing under the laws of the State of Texas, or; a Partnership consisting of NA, or; and Individual, doing business as NA.

By: 

Seal, if a Corporation

President
TITLE

304 Douglas Avenue
MAILING ADDRESS

304 Douglas Avenue
STREET ADDRESS

Waco, TX 76712
CITY AND STATE

254-772-7130
TELEPHONE NUMBER

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Barsh Company
as Principal, and firmly bound unto City of Killeen
as owner in the sum of
\$ 5% G.A.B. as the proper measure of liquidated damages for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

Signed this 23rd day of January, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to The City of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **CHAPARRAL PUMP STATION RE-BID**.

Now, Therefore,

- (a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

 (L.S.)
Principal

Merchants Bonding Company (Mutual)
Surety

By:  Erin Simpson
Attorney-in-Fact

SEAL

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew Sherwood; Erin Simpson; John Pegram; Mark McCunniff; Wes Bailey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

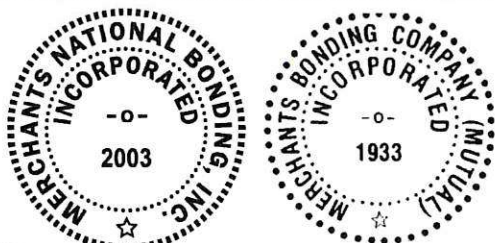
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of February, 2023.



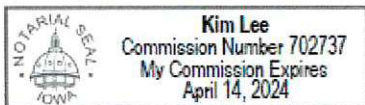
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of February, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

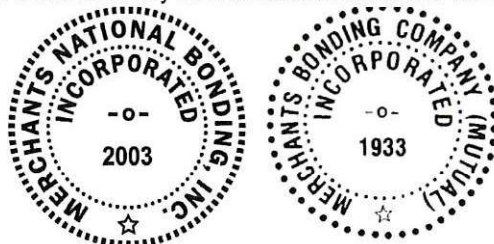


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of January, 2024.



William Warner Jr.
Secretary

STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFORMATION			
A. COMPANY DATA			
Organization Doing Business:	Barsh Company		
Business Address:	304 Douglas Avenue Waco, TX 76712		
Telephone Number:	254-772-7130		
Fax Number:	254-772-7446		
Form of Business:	Corporation <input checked="" type="checkbox"/>	Partnership <input type="checkbox"/> NA	Individual <input type="checkbox"/> NA
IF A CORPORATION			
Date of Incorporation:	November 1, 1995		
State Incorporated:	Texas		
President's Name:	Tate Christensen		
Vice President's Name:	Misty Christensen Debbie White		
IF A PARTNERSHIP			
Date of Organization:	NA		
Type	NA	General <input type="checkbox"/> NA	Limited <input type="checkbox"/> NA
IF AN INDIVIDUAL			
Name:	NA		
Business Address:	NA		
IF A JOINT VENTURE			
Name of Manager:	NA		
Name of Firm:	NA		
Name of Individual Companies:	NA NA NA		
B. BUSINESS INFORMATION			
Current Number of Full Time Employees:	27	Past Year's Revenues:	\$20 M +
Average Number of Projects Annually:	10	Average Construction Cost of Project:	\$4 M
C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS			
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.			
Piping Rough Carpentry Earthwork			
2. List work that will be provided by Subcontractors on this project.			
Electrical Controls Precast Fence Roofing	HVAC Overhead Doors ASPHALT CRANES	CONCRETE STEEL MASONRY	

Statement of Qualifications

TABLE 2 – CONSTRUCTION EXPERIENCE

1. Years of experience on similar drainage and utility projects:			
As a General Contractor:	28 years	Number of Total Projects:	1202
2. Number of similar drainage and utility projects completed in the past five (5) years?			5
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			no
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			no
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			no
6. Is offering company currently involved in any litigation or contemplating any litigation?			no
7. Has this or a predecessor company ever refused to construct or refused to provide materials defined in Contract Documents on a project?			no
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			no

TABLE 3 – PROPOSED KEY PERSONNEL

PROJECT MANAGER	
Name of Project Manager	Tommy Fulford
Years of Experience as PM	20 years
Number of Similar Projects as PM with this company	8
Number of Similar Projects with other companies (PM)	- 0 -
Current Assignments	Crawford WTP
% of time dedicated to this project	Elm 2, Smith St Pump Sta, Salado Pump Sta 60%
Reference Project	
Project Name: Waco Airport Pump Station	Reference Name: Jody Kopp
Title: Purchasing Agent	Organization: City of Waco
Telephone Number: 254-750-8060	Email: jodyc@waco.tx.gov
PROJECT SUPERINTENDENT	
Name of Superintendent	David Pembleton
Years of Experience as Superintendent	11 years
Number of Similar Projects as Super with this company	8
Number of Similar Project with other companies (Super)	- 0 -
Current Assignments	Smith P.S., Salado P.S., Crawford WTP
% of time dedicated to this project	100%
Reference Project	
Project Name: North Bosque Water Supply Plant Imp	Reference Name: Daryl Weems
Title: Owner	Organization: NBWSC
Telephone Number: 254-723-1248	Email: daryl.weems@gmail.com

Statement of Qualifications

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS**REFERENCE PROJECT 1**

Project Description

Vertical Turbine Pump Station

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of McGregor	Plant 2 P.S. Imp.	\$461,986.49	7/3/13	1%

Owner's Reference Information

Name	Title	Organization	Telephone	E-Mail
Paul Kilpatrick	Utility Director	City of McGregor	254-840-2806	pkilpatrick@mcgregor-texas.com

Engineer's Reference Information

Name	Title	Company	Telephone	E-Mail
Gary Graham	Engineer	Walker Partners	512-633-3012	ggraham@walkerpartners.com

REFERENCE PROJECT 2

Project Description

Vertical Turbine Pump Station

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Waco	Waco Airport P.S.	\$2,561,269.80	2/27/18	2%

Owner's Reference Information

Name	Title	Organization	Telephone	E-Mail
Jody Kopp	Purchasing Agent	City of Waco	254-750-8060	jodyc@waco.tx.gov

Engineer's Reference Information

Name	Title	Company	Telephone	E-Mail
David Marek	Vice President	CP&Y	254-772-9272	dmarek@cpny.com

REFERENCE PROJECT 3

Project Description

Split Case Pump

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
North Bosque WSC	NBWSC Plant Imp	\$610,335.68	10/23/18	3%

Owner's Reference Information

Name	Title	Organization	Telephone	E-Mail
Daryl Weems	Owner	NBWSC	254-723-1248	daryl.weems@gmail.com

Engineer's Reference Information

Name	Title	Company	Telephone	E-Mail
Dana Reid	Engineer	Clark-Fuller	254-899-0899	DReid@clark-fuller.com

Statement of Qualifications

TABLE 5 – SUBCONTRACTORS AND SUPPLIERS		
PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)		
Name	Work to be Provided	% of Contract
T-Morales	Electrical	40%
Provide a list of major equipment or material suppliers for use on project.		
Supplier Name	Material or Equipment Supplied	
Smith Pump	Pumps	
CMH	Overhead Crane	
Ferguson or ACT	Pipe	

Statement of Qualifications

AFFIDAVIT

State Texas

County of Mc Lennan

Tate Christensen, being duly sworn deposes and attests that he/she is
(name)
President and is a duly authorized representative of the Offeror
(title)

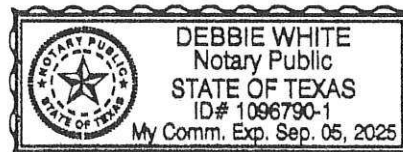
submitting the foregoing Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.


Signature

Signed and sworn to me before this 23rd day of January, 2024.


Notary Public

My Commission expires: 09-05-25



Statement of Qualifications

Litigation Summary

Summary of current or past project-necessitated litigation pursued by, or brought against, your firm in the previous five (5) years:

NA



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Barsh Company

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NA

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

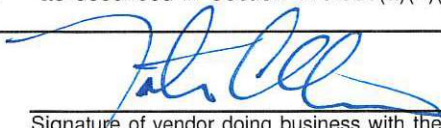
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

1/23/24

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF CORPORATE RESOLUTION

I, Debbie White, Secretary, hereby certify as follows:

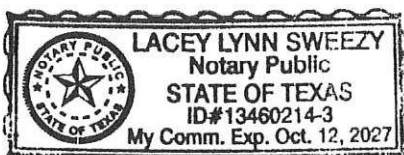
1. I am the duly elected, qualified and acting Secretary of Barsh Company,
a Texas corporation, (the "Corporation").
2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State
of Texas, and is duly qualified to transact business and to own, operate and develop its
properties in the State of Texas.
3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally
adopted on January 1, 2024 by the Board of Directors of the Corporation in
accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly
entered in the minutes of such meeting in the minute book of the corporation and have not been
rescinded or modified in any respect and are presently in full force and effect.
4. The following persons are duly elected, qualified and acting officers of the corporation and hold
respective offices set opposite their names:

Tate Christensen : President
Misty Christensen : Vice President
Debbie White : Secretary

TO CERTIFY WHICH I have executed this certificate this 23rd day of January,
2024.
Debbie White
Secretary

STATE OF Texas
COUNTY OF McLennan

This instrument was acknowledged before me on the 23rd day of January,
2024 by Debbie White, Secretary, of
Barsh Company, a corporation, on behalf of
said Corporation.



Lacey Sweezy
Notary Public, State of Texas
Name: Lacey Sweezy
My commission expires _____

BARSH COMPANY

Unanimous Consent of Sole Director

In Lieu of an Annual Meeting of the Director

Pursuant to Section 6.201 of the *Texas Business Organizations Code*, the undersigned, being the sole Director of **Barsh Company**, a Texas corporation (the "Company"), and in lieu of the annual meeting of the Director, the call of which is expressly waived, does hereby consent to the following:

Election of Officers

"RESOLVED, that the following persons be and they are hereby elected to fill the following offices, each to serve until the next annual meeting of the Director of the Company and until their successor is chosen and qualified or until their earlier death, resignation or removal from office:

Officer

Leonard Tate Christensen
Misty Christensen
Debbie White

Office

President, Secretary, and Treasurer
Vice President
Vice President

Ratification of Activities

"RESOLVED FURTHER, that all acts, transactions, purchases, proceedings, elections and appointments of the Officers of this Company which have been taken or made since the last meeting are hereby ratified, approved and adopted as the act of the Company."

This consent may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one Consent.

Effective Date: January 1, 2024.

SIGNATURE OF SOLE DIRECTOR:



Leonard Tate Christensen, Director

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the back.)

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

N/A

2 Office Held

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or business relationship with person named in item 3

5 List gifts if aggregate value of the gifts received from person named in item 3 exceed \$250

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.

N/A

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said N/A, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts if aggregate value of the gifts received from person named in number 3 exceed \$250.** List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit.** Signature of local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Barsh Company
Woodway, TX United States

Certificate Number:
2024-1114374

Date Filed:
01/22/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Project ID 24-21
Chaparral Pump Station Re-Bid

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Christensen, Tate	Waco, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Tate Christensen, and my date of birth is 8/8/64.

My address is 675 Cedar Canyon, Crawford, TX, 76638, McLennan
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in McLennan County, State of Texas, on the 23rd day of January, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

19. Acknowledgement

Each bidder, by their signature, represents that they have read the "Terms and Conditions for Bids", and will comply with these terms and conditions.

By signing this document, the respondent hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____


Tate Christensen

1/23/24

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: January 23, 2024

Bidder (Legal Name of Firm): Barsh Company

Date Organized: November 1, 1995

Address : 304 Douglas Avenue
: Waco, TX 76712

Date Incorporated 11/1/95

Federal ID Number: 74-2762740

Number of Years in contracting business under present name 28 years

List all other names under which your business has operated in the last 10 years:

NA

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>Jorge's Cantina</u>	<u>\$4 M</u>	<u>Spring 2024</u>
<u>Waco Downtown Sidewalks</u>	<u>\$1.2 M</u>	<u>Summer 2024</u>
<u>Waco Police Dept. Proctor Street Repair</u>	<u>\$300 K</u>	<u>Spring 2024</u>

Type of work performed by your company: general contractor

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

27

Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☒ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☒ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
City of Waco Mary Ave. Improvements	\$ 250 K	December 2023
Mountain WS Improvements	\$ 700 K	September 2023
Spring Valley WSC Plant Rehabilitation	\$ 1.6 M	October 2023

Major equipment available for this contract: skid steer, backhoe, excavator

Are you in compliance with all applicable EEO requirements? ☒ Yes ☐ No (If no, please attach summary of details on a separate sheet.)

Bank References Community Bank & Trust

Address: 1800 Washington

Contact Name: David Lacey

City & State: Waco, TX Zip: 76701 Phone Number: 254-753-1521

Credit available: \$ 300,000.00

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☒ No (If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description. NA

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome. NA

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project. Attached

Signed this 23rd day of January, 2024.

Tate Christensen
Signature

Tate Christensen, President
Printed Name and Title

Barsh Company
Company Name

Notary Statement:

Tate Christensen, being duly sworn, says that he/she is the

Position/Title President of Barsh Company (Firm Name), and hereby swears that
the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby
authorizes and requests any person, firm, or corporation to furnish any information requested City/County of
Killeen/ Bell in verification of the recitals comprising this Statement of Bidder's Qualifications.

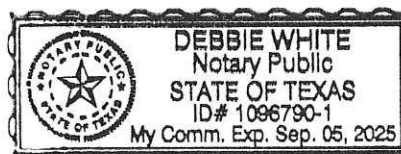
Subscribed and sworn before me this 23rd day of January, 2024.

Notary Public

Debbie White Signature

Debbie White Printed Name

My Commission Expires: 09/05/25



The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

BARSH COMPANY

GENERAL CONTRACTORS
WACO, TEXAS 76702-0727

OFFICE:
304 DOUGLAS



P.O. BOX 20727
OFFICE: 772-7130
FAX: 772-7446

Brief Resumes

Tate Christensen – President

- President of Barsh Construction Company since 1995
- Graduated from Texas A & M in 1988 with Construction Science Degree
- Has been with Barsh Construction Company for 36 years

Tommy Fulford-Estimator/Project Manager

- Estimator/Project Manager for Barsh Construction Company since 2012
- Graduated Texas Tech in 1998 with Construction Engineering Technology Degree
- Has been with Barsh Construction Company for 12 years
- Similar Projects Completed but not limited to:
- Falls County Pump Station
- City of Waco Airport Pump Station
- Brazos River Pump Station
- City of McGregor SSOI Lift Station
- City of McGregor Vertical Turbine Pump Station
- Warren Road Lift Station
- City of McGregor North Lift Station
- Axtell Water Supply
- North Bosque Water Supply Corporation Plant Improvements

David Pembleton-Superintendent

- General Superintendent since 2005
- Has been with Barsh Construction Company for 20 years
- Has overseen and completed numerous projects